



**Order under Section 69
Residential Tenancies Act, 2006**

File Number: LTB-L-069423-24

In the matter of: Unit 1, 294 French St
Oshawa ON L1G5N5

Between: Jennifer E A Lyle-Bentley

And

Natasha Archer
Matthew Best

I hereby certify this is a
true copy of an Order dated

FEB 18, 2025

Landlord and Tenant Board

Landlord

Tenants

Jennifer E A Lyle-Bentley (the 'Landlord') applied for an order to terminate the tenancy and evict Natasha Archer and Matthew Best (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 27, 2025.

The Landlord and the Tenant, Natasha Archer ("NA"), attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$650.00. It is due on Wednesday of each week.
4. Based on the Weekly rent, the daily rent/compensation is \$92.60. This amount is calculated as follows: \$650.00 x 52, divided by 365 days.
5. The Tenants have paid \$3,650.00 to the Landlord since the application was filed.
6. It was undisputed that the rent arrears owing to January 28, 2025, are \$15,300.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$2,600.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$49.33 is owing to the Tenants for the period from April 26, 2024, to January 27, 2025.

Relief from eviction

10. The Landlord testified that this is the only rental unit she owns and originally the Landlord lived in the rental unit with her family but they had to move out due to financial strain. The Landlord testified the Tenants' failure to pay rent has put a greater financial strain on the Landlord and her family. The Landlord's in-laws are currently purchasing groceries for the Landlord and her family as the Landlord cannot afford groceries.
11. NA testified she was not working and only just got a new job that had yet to start. NA testified that Matthew Best had been low on hours because of the holidays. NA testified that the Tenants had not been paying rent because NA was not working. However, NA had no explanation for why no attempts at good faith payments were made. NA testified that she was able to pay \$400.00 per month toward arrears but did not present any evidence to support her ability to pay that amount.
12. NA also testified that she has a 16-year-old child living with her. NA testified she would need 90 days to vacate the rental unit. NA did not provide any reasons as to why she would need that amount of time to vacate the unit.
13. I am not satisfied that the Tenant can preserve this tenancy. Although NA testified she could make payments toward arrears, absent evidence of her financial circumstances, I am not satisfied she has the ability to pay.
14. As such, I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenants and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.
2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$17,436.00 if the payment is made on or before February 18, 2025. See Schedule 1 for the calculation of the amount owing.

OR

 - \$18,086.00 if the payment is made on or before February 25, 2025. See Schedule 1 for the calculation of the amount owing.

OR

 - \$18,736.00 if the payment is made on or before March 1, 2025. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent

that became due after March 1, 2025, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.

4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before March 1, 2025.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$12,742.27. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$92.60 per day for the use of the unit starting January 28, 2025, until the date the Tenants move out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before March 1, 2025, the Tenants will start to owe interest. This will be simple interest calculated from March 2, 2025, at 5.00% annually on the balance outstanding.
8. If the unit is not vacated on or before March 1, 2025, then starting March 2, 2025, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after March 2, 2025.

February 18, 2025
Date Issued



Nicole Pedron
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on September 2, 2025, if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before February 18, 2025

| | |
|---|--------------------|
| Rent Owing To February 18, 2025 | \$20,900.00 |
| Application Filing Fee | \$186.00 |
| NSF Charges | \$0.00 |
| Less the amount the Tenants paid to the Landlord since the application was filed | - \$3,650.00 |
| Less the amount the Tenants paid into the LTB since the application was filed | - \$0.00 |
| Less the amount the Landlord owes the Tenants for an{abatement/rebate} | - \$0.00 |
| Less the amount of the credit that the Tenants are entitled to | - \$0.00 |
| Total the Tenants must pay to continue the tenancy | \$17,436.00 |

B. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before February 25, 2025

| | |
|---|--------------------|
| Rent Owing To February 25, 2025 | \$21,550.00 |
| Application Filing Fee | \$186.00 |
| NSF Charges | \$0.00 |
| Less the amount the Tenants paid to the Landlord since the application was filed | - \$3,650.00 |
| Less the amount the Tenants paid into the LTB since the application was filed | - \$0.00 |
| Less the amount the Landlord owes the Tenants for an{abatement/rebate} | - \$0.00 |
| Less the amount of the credit that the Tenants are entitled to | - \$0.00 |
| Total the Tenants must pay to continue the tenancy | \$18,086.00 |

C. Amount the Tenants must pay to void the eviction order and continue the tenancy if the payment is made on or before March 1, 2025

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|---|--------------|
| Rent Owing To March 4, 2025 | \$22,200.00 |
| Application Filing Fee | \$186.00 |
| NSF Charges | \$0.00 |
| Less the amount the Tenants paid to the Landlord since the application was filed | - \$3,650.00 |
| Less the amount the Tenants paid into the LTB since the application was filed | - \$0.00 |
| Less the amount the Landlord owes the Tenants for an{abatement/rebate} | - \$0.00 |
| Less the amount of the credit that the Tenants are entitled to | - \$0.00 |

| | |
|---|--------------------|
| Total the Tenants must pay to continue the tenancy | \$18,736.00 |
|---|--------------------|

D. Amount the Tenants must pay if the tenancy is terminated

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|---|----------------------|
| Rent Owing To Hearing Date | \$18,855.60 |
| Application Filing Fee | \$186.00 |
| NSF Charges | \$0.00 |
| Less the amount the Tenants paid to the Landlord since the application was filed | - \$3,650.00 |
| Less the amount the Tenants paid into the LTB since the application was filed | - \$0.00 |
| Less the amount of the last month's rent deposit | - \$2,600.00 |
| Less the amount of the interest on the last month's rent deposit | - \$49.33 |
| Less the amount the Landlord owes the Tenants for an {abatement/rebate} | - \$0.00 |
| Less the amount of the credit that the Tenants are entitled to | - \$0.00 |
| Total amount owing to the Landlord | \$12,742.27 |
| Plus daily compensation owing for each day of occupation starting January 28, 2025 | \$92.60 (per day) |